

Terms and Conditions and Privacy Policy

Atomix, LLC (atomixpublishing.com)

Version 1.2. Effective 30 August 2026.

This document amends, restates and replaces the separate Terms and Conditions and Privacy Policy dated 7 May 2026. Versions 1.0 and 1.1 carry the same effective date; version 1.2 is the version in force.

What this document covers. It covers the website at atomixpublishing.com (the "Site"), operated by Atomix, LLC, a Colorado limited liability company that also trades as Atomix Publishing and as PUB.co ("Atomix", "we", "us").

What it does not cover. PUB.co is a separate service operated by Atomix, LLC at pub.co. PUB.co is not part of this Site and is not covered by this document. PUB.co has its own Terms of Service and Privacy Policy, available at <https://www.pub.co/terms>.

This document has two parts. Part One is the Terms and Conditions, which is an agreement between you and Atomix. Part Two is the Privacy Policy, which is a disclosure we owe you whether or not you agree to anything.

Part One. Terms and Conditions

1. Agreement between you and Atomix, LLC

Welcome to atomixpublishing.com. The Site is comprised of various web pages operated by Atomix, LLC (the "Company") and its affiliates (the "Affiliates") and partners (the "Partners"). The Site is offered to you conditioned on your acceptance without modification of the terms, conditions and notices contained in Part One (the "Terms"). Your use of the Site constitutes your agreement to all such Terms. Please read them carefully and keep a copy for your reference.

Atomix, LLC's mission is to help authors and readers by providing information, resources and services related to publishing and published materials.

2. PUB.co is a separate service

PUB.co is a product operated by Atomix, LLC at pub.co. PUB.co is not part of this Site and is not covered by these Terms. Your use of PUB.co is governed by the PUB.co Terms of Service and Privacy Policy, available at <https://www.pub.co/terms>. Those documents are referred to here for your convenience only. They are not incorporated into these Terms, and these Terms are not incorporated into them.

3. Privacy

Your use of the Site is also subject to Part Two of this document, our Privacy Policy, which describes what we collect and how we use it.

4. Electronic communications

Visiting the Site or sending email to Atomix, LLC constitutes electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, by email and on the Site, satisfy any legal requirement

that such communications be in writing.

5. Age

The Site is a general audience website and is not directed to children. Atomix, LLC does not knowingly collect personal information from anyone under the age of thirteen. If you are under 18, you should use the Site only with the permission of a parent or guardian. If you believe a child under thirteen has provided us with personal information, contact us using the details in section 15 and we will delete it.

6. Links to third party sites and services

The Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Atomix, LLC, and Atomix, LLC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Atomix, LLC provides these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Atomix, LLC of the site or any association with its operators.

7. Acceptable use and intellectual property

You are granted a non-exclusive, non-transferable, revocable licence to access and use the Site strictly in accordance with these Terms. As a condition of your use of the Site, you warrant to Atomix, LLC that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden or impair the Site, or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content that Atomix, LLC itself includes in the Site, such as its text, graphics, logos and images, the compilation of the Site, and any software used on the Site, is the property of Atomix, LLC or its suppliers and is protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content, and will not make any changes to them.

This section does not cover material you send to us. That material remains yours, and it is addressed in section 8.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the content found on the Site, in whole or in part. Atomix, LLC content is not for resale. Your use of the Site does not entitle you to make any unauthorised use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of it without the express written permission of Atomix, LLC and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licences, express or implied, to the intellectual property of Atomix, LLC or of our licensors, except as expressly authorised by these Terms.

8. Material you send to us

Atomix, LLC does not claim ownership of the material you send to us, including any enquiry and any feedback or suggestion (together, "Submissions"). Your Submissions remain yours.

By sending us a Submission, you grant Atomix, LLC a non-exclusive, royalty-free licence to use it for the purpose for which you sent it: to read it, to respond to you, to keep a record of the correspondence, and to act on it if you asked us to. That licence is limited to that purpose.

We will not publish your Submission, use it in our marketing, or share it with anyone outside Atomix, LLC and the service providers listed in Part Two, without asking you first.

By sending us a Submission you represent that you own or otherwise control all of the rights to it, and that it does not infringe any third party's rights or violate any law.

Atomix, LLC is under no obligation to act on, publish or keep any Submission, and may delete any Submission at any time.

9. Visitors outside the United States

The Site is controlled, operated and administered by Atomix, LLC from our offices in the United States. Information you send us is processed in the United States. If you access the Site from a location outside the United States, you are responsible for compliance with all local laws. You agree that you will not use content accessed through the Site in any country or in any manner prohibited by any applicable law, restriction or regulation.

10. Indemnification

You agree to indemnify, defend and hold harmless Atomix, LLC, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or its services, any material you send us, your violation of any of these Terms, your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Atomix, LLC reserves the right, at its own cost, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Atomix, LLC in asserting any available defences.

11. Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms, or any provision of them, whether in contract, tort, or otherwise at law or in equity, for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims regarding these Terms or any disputes arising as a result of these Terms, whether directly or indirectly, including tort claims that are a result of these Terms. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision, shall be determined by the arbitrator. This arbitration provision shall survive the termination of these Terms.

12. Class action waiver

Any arbitration under these Terms will take place on an individual basis. Class arbitrations and class, representative or collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Atomix, LLC agree otherwise, the arbitrator

may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

13. Liability disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. Atomix, LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

Atomix, LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. Atomix, LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Atomix, LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF Atomix, LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

14. Termination, governing law, and the whole agreement

Atomix, LLC reserves the right, in its sole discretion, to terminate your access to the Site and its related services, or any portion of them, at any time and without notice.

To the maximum extent permitted by law, this agreement is governed by the laws of the State of Colorado, and you consent to the exclusive jurisdiction and venue of courts in Colorado in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation this section.

You agree that no joint venture, partnership, employment or agency relationship exists between you and Atomix, LLC as a result of this agreement or of your use of the Site. Atomix, LLC's performance of this agreement is subject to existing laws and legal process, and nothing in this agreement is in derogation of

Atomix, LLC's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site, or to information provided to or gathered by Atomix, LLC with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law, including but not limited to the warranty disclaimers and liability limitations set out above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the agreement shall continue in effect.

Unless otherwise specified in it, this document constitutes the entire agreement between the user and Atomix, LLC with respect to the Site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Atomix, LLC with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement, to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that this agreement and all related documents be written in English.

15. Changes to these Terms, and how to contact us

Atomix, LLC reserves the right, in its sole discretion, to change the Terms under which the Site is offered. The most current version of the Terms supersedes all previous versions. We encourage you to review the Terms periodically. Each version carries a version number and an effective date at the top of this document.

Atomix, LLC welcomes your questions or comments about these Terms:

Atomix, LLC
2525 Arapahoe Ave, Ste E4 #1447
Boulder, CO 80302
United States

Email: info@atomixpublishing.com

Part Two. Privacy Policy

Protecting your private information is our priority. This Privacy Policy applies to the website at atomixpublishing.com (the "Site") and to Atomix, LLC, which also trades as Atomix Publishing. It governs how we collect and use information. Unless otherwise noted, all references to Atomix include the Site and Atomix, LLC. The Site carries news and information about the author J.F. Lawrence and his publications, and about publication-related matters. By using the Site, you consent to the data practices described here.

16. PUB.co is not covered by this Privacy Policy

PUB.co is a separate service operated by Atomix, LLC at pub.co. This Privacy Policy does not apply to PUB.co, which has its own Privacy Policy, available at <https://www.pub.co/terms#privacy>.

17. What we collect

Information you give us. We do not collect personal information about you unless you provide it. The Site has no forms, so the only way to give us your information in connection with the Site is to write to us at the address in section 26. What we receive is what you type: typically your name, your email address, and whatever you choose to write to us.

Information collected automatically. Information about your computer hardware and software may be collected automatically. This can include your IP address, browser type, domain names, access times and referring website addresses. We use it to operate and maintain the Site and to understand general patterns of use.

What we do not collect. The Site has no forms of any kind, no newsletter sign-up, and no user accounts. It does not take payments and does not collect payment card details. It does not host message boards, forums, chat areas or comment sections.

18. How we use it

We use the information you send us to reply to you, to keep a record of the correspondence, and to do the thing you asked us to do. We may also use your email address to contact you about the Site or about matters you have asked us about.

We do not use your information to serve you targeted advertising, and we do not build advertising profiles.

19. Sharing information with third parties

Atomix, LLC does not sell your personal information, and does not share it for cross-context behavioural advertising, as those terms are used in California law. We do not rent or lease your personal information, and we do not sell or rent our customer or contact lists.

We use service providers to run the Site, and they process information on our behalf and only on our instructions:

- **Wix**, which hosts the Site.
- **Google Workspace**, which carries our email.

These providers are prohibited from using your personal information for anything other than providing their service to us, and are required to keep it confidential.

Atomix, LLC may disclose your personal information, without notice, if required to do so by law, or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Atomix, LLC or the Site; (b) protect and defend the rights or property of Atomix, LLC; or (c) act under exigent circumstances to protect the personal safety of users of the Site or of the public.

20. Cookies

The Site may use cookies to help personalise your online experience. A cookie is a small text file placed on your device by a web server. Cookies cannot be used to run programs or deliver viruses. Cookies are uniquely assigned to you and can only be read by a web server in the domain that issued the cookie to you.

The Site is built on the Wix platform, and it offers you four categories of cookie:

- **Essential cookies**, which enable core functionality such as security, verification of identity and network management. These are always on and cannot be disabled.
- **Marketing cookies**, which would be used to track advertising effectiveness.
- **Functional cookies**, which would remember choices you make so the Site can be more personalised.
- **Analytics cookies**, which would help us understand how visitors use the Site and find errors.

The three optional categories are off unless you turn them on. Nothing in those categories is set when you first arrive. To decline them all in one click, use "Decline All" in the cookie banner. To choose category by category, open "Settings" in that banner. You can change your choice at any time from the same place.

You can also accept or decline cookies in your browser. Most browsers accept them automatically, but you can usually change your browser settings to decline them. If you decline cookies, some parts of the Site may not work as intended.

Atomix does not currently serve advertising on the Site and does not build advertising profiles. The Marketing category is part of the platform's standard cookie controls; it is not there because advertising is running today. If that ever changes, this Privacy Policy and the cookie banner will say so before it happens.

21. How long we keep it

We keep the messages you send us for as long as we need them to answer you and to keep a reasonable record of the correspondence, and no longer than that unless the law requires us to keep them. Automatically collected technical information is kept for the short periods our hosting provider retains server logs. You may ask us to delete what we hold about you at any time, as described in section 23.

22. Links to other sites

The Site contains links to other websites. We are not responsible for the content or the privacy practices of those sites. We encourage you to be aware when you leave the Site, and to read the privacy statement of any other site that collects personally identifiable information.

23. Your rights, including the right to deletion

Subject to the exceptions set out below, on receipt of a verifiable request from you we will:

- delete your personal information from our records; and
- direct any service provider to delete your personal information from their records.

You may also ask us what personal information we hold about you, and ask us to correct it if it is wrong. We will not treat you differently for exercising any of these rights.

Please note that we may not be able to comply with a request to delete your personal information where it is necessary to:

- complete the transaction for which the personal information was collected, fulfil the terms of a written warranty or product recall conducted in accordance with federal law, provide a good or service requested by you or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform a contract between you and us;
- detect security incidents, protect against malicious, deceptive, fraudulent or illegal activity, or prosecute those responsible for that activity;
- debug to identify and repair errors that impair existing intended functionality;
- exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law;
- comply with the California Electronic Communications Privacy Act;

- engage in public or peer-reviewed scientific, historical or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when our deletion of the information is likely to render impossible or seriously impair the achievement of such research, provided we have obtained your informed consent;
- enable solely internal uses that are reasonably aligned with your expectations based on your relationship with us;
- comply with an existing legal obligation; or
- otherwise use your personal information internally, in a lawful manner that is compatible with the context in which you provided the information.

To make a request, contact us using the details in section 26.

24. Children

The Site is a general audience website and is not directed to children. Atomix, LLC does not knowingly collect personal information from anyone under the age of thirteen. If you are under 18, you should use the Site only with the permission of a parent or guardian. If you believe a child under thirteen has provided us with personal information, contact us using the details in section 26 and we will delete it.

25. Email communications

From time to time, Atomix, LLC may contact you by email to provide announcements, alerts, confirmations, surveys or other general communications.

If you would like to stop receiving marketing or promotional email from Atomix, LLC, you may opt out by writing to info@atomixpublishing.com.

26. Changes to this Privacy Policy, and how to contact us

Atomix, LLC reserves the right to change this Privacy Policy from time to time. We will notify you of significant changes in the way we treat personal information by placing a prominent notice on the Site and by updating the version number and effective date at the top of this document. Your continued use of the Site after such a change constitutes your acknowledgement of the modified Privacy Policy.

Atomix, LLC welcomes your questions or comments about this Privacy Policy. If you believe that Atomix, LLC has not adhered to it, please contact us at:

Atomix, LLC
2525 Arapahoe Ave, Ste E4 #1447
Boulder, CO 80302
United States

Email: info@atomixpublishing.com